

CONTRACT

Between

Boston Redevelopment Authority

and

John P. Alevizos

THIS AGREEMENT entered into as of this twenty seventh day of November, 1961, by and between Boston Redevelopment Authority, of the City of Boston, Commonwealth of Massachusetts, hereinafter referred to as the "Authority", and JOHN P. ALEVIZOS, of the City of Newton in said Commonwealth, hereinafter referred to as the "Contractor".

WITNESSETH THAT:

WHEREAS, the Authority has, under various dates, entered into contracts, and may from time to time hereafter enter into further contracts, with the United States of America providing for financial aid to the Authority under Title 1 of the Housing Act of 1949, as amended; and

WHEREAS, pursuant to such contracts the Authority is and will be undertaking certain activities necessary for the planning or execution of projects situated in the Project Areas and General Neighborhood Renewal Plan Areas described therein, hereinafter collectively referred to as the "Project Areas"; and

WHEREAS, the Authority desires to engage the Contractor during the term hereof to render certain services, advice and assistance in connection with such undertakings of the Authority, and the Contractor desires to render such services, advice and assistance, particularly with respect to all aspects of the business relocation activities of the Authority.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Scope of Services. The Contractor shall during the term hereof perform all the necessary services provided under this Contract in connection with and respecting the Project Areas and shall do, perform, and carry out the following, in a satisfactory and proper manner, as determined by, and subject to the general direction and control of, the Authority and the office of its Executive

Director in the Operations Department of the Authority:

Be responsible for all aspects of business relocation activities of the Authority, including policy, program, procedures and execution, which result from urban renewal activities of the Authority involving any clearance or displacement of business establishments;

And more specifically, without limiting the generality of the foregoing:

Prepare, develop and direct a comprehensive business relocation program for the Authority, including a suitable research and study procedure in support thereof which shall be adapted to other comprehensive programming interests of the Authority (such as family relocation and land disposition) and shall be coordinated with the general programming procedures and practices of the Authority; and coordinate the business relocation efforts of the Authority with its land disposal programs so as to achieve maximum utilization of appropriate land reuse opportunities;

Prepare, develop and direct specific business relocation plans and programs for individual Project Areas in conformance with the comprehensive program of the Authority, the specific needs of the particular Project Area and Federal and State requirements, and with a view toward assuring the retention in the City of Boston of healthy business enterprises and encouraging their growth;

Prepare recommendations with respect to policies, systems, procedures, staffing, organization and execution, relating to business relocation activities;

Make regular reviews and evaluations and provide technical guidance with respect to business relocation matters generally in order to assure that all business relocation activities and practices of the Authority are being performed with a high degree of efficiency, integrity and competence; and furnish advice and assistance directly in connection with individual business relocation problems of a particularly complex or difficult nature;

Establish and maintain satisfactory and effective working relationships and liaison with outside agencies, persons and organizations whose participation and cooperation are desirable; and

Consult with the Authority, its staff and its other consultants and contractors from time to time in connection with the foregoing.

It is understood that the Contractor shall at the outset emphasize activities hereunder on business relocation requirements and activities within the Government Center Project.

2. Time of Performance. The term of this Contract shall commence upon the giving by the Authority to the Contractor of a written notice to proceed, and shall continue for a period of twelve (12) months. This contract may be extended by vote of the Authority upon such terms and conditions as the Authority and the Contractor may agree.

3. Compensation. The Authority shall pay to the Contractor compensation for the Contractor's services hereunder at the rate of One Thousand Two Hundred Fifty Dollars (\$1,250) per month, payable not less often than monthly, provided, however, that during the period from the commencement of the term of this Contract to January 15, 1962 when the Contractor's services shall be on a two-thirds time basis, the rate of compensation shall be Eight Hundred and Thirty Three Dollars and Thirty Three Cents (\$833.33) per month.

In addition to the compensation provided above, the Authority shall reimburse the Contractor monthly for travel and subsistence expenses in connection with the performance of his duties under this Contract, the authorization for the incurring of such expenses and the amounts thereof to be subject to prior approval and limitations as in the case of persons serving as employees of the Authority, including, however, travel within the City of Boston, Massachusetts.

4. Services by Authority. The Authority shall furnish to the Contractor for the purposes of performing his services hereunder copies of appropriate maps and plans of Project Areas, reuse

appraisal data and other studies related to land use, reuse and marketability, desk space in the Authority's offices, stenographic and related assistance, and telephone service at such offices.

5. Independent Contractor Status. The Contractor shall not be deemed an employee of the Authority but shall be an independent contractor. The Contractor shall not assign any interest in this Contract nor subcontract any of the services hereunder without the prior written consent of the Authority in each instance.

6. Outside Interests. The Contractor hereby represents that he presently has no interest, and covenants that he will not acquire any interest, direct or indirect, in any of the Project Areas from time to time covered by this Contract or in any parcels therein; it being understood, however, that during the period from the commencement of the term of this Contract to January 15, 1962, the Contractor shall be obligated to perform services under this Contract only on a two-thirds time basis.

7. Findings Confidential. All of the reports, data and other information prepared or assembled by, or made available to, the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any other individual or organization without the prior written approval of the Authority.

8. Interest of Members of Authority. No member of the governing body of the Authority, and no other officer, employee, or agent of the Authority who exercises any functions or responsibilities in connection with the carrying out of the projects to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

9. Interest of Other Local Public Officials. No member of the governing body of the City of Boston, and no other public official of such City, who exercises any functions or responsibilities in the review or approval of the carrying out of the projects to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

10. Interest of Certain Federal Officials. No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise herefrom.

IN WITNESS WHEREOF the Authority and the Contractor have executed this Contract as of the date first above written.

Attest:

BOSTON REDEVELOPMENT AUTHORITY

James Bowles

By James J. Hogan

Attest:

Ellis Ark

John P. Alevizos

JOHN P. ALEVIZOS
Contractor

